

**IN THE CIRCUIT COURT OF GREENBRIER COUNTY, WEST VIRGINIA**

**MARTY O'BOYLE AND  
SHEILA O'BOYLE**

**Plaintiffs,**

**V.**

**CIVIL ACTION NO.: 5:09-0166**

**SUPERIOR MOVING & STORAGE,  
Inc., a Florida corporation,**

**Defendant.**

**AMENDED COMPLAINT**

Come now, Plaintiffs, Marty O'Boyle and Sheila O'Boyle, by and through counsel, Moreland and Moreland, l.c., by Rachel Moreland, Esq. and files this complaint against the Defendant, and in support thereof states as follows:

**I. BREACH OF CONTRACT**

1. Plaintiffs are residents of Palm Beach County, Florida.
2. To the best of Plaintiff's knowledge, Defendant is a Florida Corporation organized and existing in the state of Florida with offices located at 2055 Blount Road, Pompano, Florida 33069.
3. On or about June 11, 2007, in the state of West Virginia, Plaintiffs negotiated with Defendant to obtain services to move furniture from Del Ray Beach, Miami, Florida to their residence in Greenbrier County, West Virginia.
4. On or about June 11, 2007, in the state of West Virginia, Plaintiff entered into a contract with Defendant to transport household goods interstate. A copy of the contract is attached hereto as Exhibit A and made a part hereof.

According to section I of the contract, the Defendant "shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage in transit..."

5. The consideration set forth in the agreement, \$10,599.00, was fair and reasonable.
6. Plaintiff performed all conditions, covenants, and promises required in accordance with the contract.
7. On July 14, 2007 Defendant delivered the property to a West Virginia residence owned by Commerce Limited Partnership #9213, a Pennsylvania Corporation. Defendant refused to allow Plaintiffs to inspect the furniture. While in Defendant's possession, Plaintiff's furniture and household goods were excessively damaged and destroyed. Therefore, Defendant breached the contract.
8. By reason of the breach Defendant has suffered the following damages (damaged household goods and furniture). The value of the goods totals \$100,000.00.  
  
Plaintiff estimated the cost to repair and/or replace the furniture at approximately \$49,407.16. In accordance with Defendant's claim process Plaintiff submitted the estimate to Defendant. Defendant offered Plaintiff \$120.00 to settle the claim.
9. By reason of the breach, Plaintiff has been forced to obtain the services of Moreland and Moreland, l.c., Rachel Moreland, Esq., to prosecute this suit.

## **II. NEGLIGENCE**

10. Plaintiff incorporates the foregoing paragraphs one through nine as if fully set out herein.
11. Defendant owed Plaintiff a duty of reasonable care.
12. Defendant breached the duty.
13. As a proximate cause of Defendant's breach Plaintiff was damaged.

## **III.**

Plaintiffs reiterate paragraphs one through thirteen above and in addition to the foregoing causes of action, bring the aforementioned matters before the court pursuant to 49 USCS § 14706, the Carmack Amendment

**WHEREFORE**, Plaintiff prays judgment against Defendant as follows:

1. For compensatory damages in the amount of \$\_\_\_\_\_.
2. For interest from and after date of judgment.
3. For reasonable attorney's fees.
4. For costs of suit incurred herein.
5. For such other relief that the court as the court deem just and proper.

Respectfully Submitted,

**MARTY AND SHEILA O'BOYLE**  
**BY COUNSEL**

  
\_\_\_\_\_  
Rachel Moreland, Esq. (WVSB# 9767)  
**Moreland & Moreland, l.c.**  
323 N. Jefferson Street  
Lewisburg, WV 24901  
304-793-4529/304-793-4530(Fax)  
[rachel@morelandfirm.com](mailto:rachel@morelandfirm.com)